

**UNITED STATES OF AMERICA  
BEFORE THE NATIONAL LABOR RELATIONS BOARD  
REGION SIX**

UPMC PRESBYTERIAN, A SUBSIDIARY OF  
UPMC HEALTH SYSTEM<sup>1</sup>

Employer

and

**Case 6-RC-11647**

INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 95 - 95A, AFL-CIO

Petitioner

**DECISION AND DIRECTION OF ELECTION**

Upon a petition duly filed under Section 9(c) of the National Labor Relations Act, a hearing was held before Donald J. Burns, a hearing officer of the National Labor Relations Board.

Pursuant to the provisions of Section 3(b) of the Act, the Board has delegated its powers in connection with this case to the undersigned Regional Director.<sup>2</sup>

Upon the entire record<sup>3</sup> in this case, the Regional Director finds:

1. The hearing officer's rulings made at the hearing are free from prejudicial error and are hereby affirmed.

2. The Employer is engaged in commerce within the meaning of the Act and it will effectuate the purposes of the Act to assert jurisdiction herein.

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<sup>1</sup> The name of the Employer appears as amended at the hearing.

<sup>2</sup> Under the provisions of Section 102.67 of the Board's Rules and Regulations, a request for review of this Decision may be filed with the National Labor Relations Board, addressed to the Executive Secretary, 1099 14th Street, N.W., Washington, D.C. 20570-0001. This request must be received by the Board in Washington by April 20, 1999.

<sup>3</sup> Both the Employer and the Petitioner filed timely briefs in this matter which have been duly considered by the undersigned.

3. The labor organization involved claims to represent certain employees of the Employer.

4. A question affecting commerce exists concerning the representation of certain employees of the Employer within the meaning of Section 9(c)(1) and Section 2(6) and (7) of the Act.

The Petitioner seeks to represent in a single unit all unrepresented skilled maintenance employees employed by the Employer at a multi-site complex described in the record as the Montefiore or MUH complex (herein referred to as the MUH skilled maintenance group) at the Employer's Oakland campus in Pittsburgh, Pennsylvania (herein referred to as the Oakland campus).

The Employer, noting that the Petitioner represents an existing unit of skilled maintenance employees at the Employer's Oakland campus at a multi-site complex described in the record as the Presbyterian or PUH complex (herein referred to as the PUH skilled maintenance group), contends that the MUH skilled maintenance group constitutes a group of employees residual to those in the existing unit. Thus, the Employer contends, contrary to the Petitioner, that in accordance with well-established Board policy, which holds that the Board will not entertain an incumbent union's petition for a separate residual unit, the Petitioner must represent the MUH skilled maintenance group as part of the existing PUH unit, adding them by means of a self-determination election.<sup>4</sup> In this regard, the Employer argues that the Employer operates a single, administratively centralized, functionally integrated acute care hospital at the Oakland campus where the hospital's clinical services, patient care, administrative and support functions take place in a number of geographically proximate, often physically connected, structures. Accordingly, the Employer avers that, in these circumstances, it would be contrary to the policy and purpose underlying the Board's promulgation of the Health Care Rule<sup>5</sup> to find

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<sup>4</sup> See, e.g., St. John's Hospital, 307 NLRB 767, 768 (1992) and cases cited therein.

<sup>5</sup> Collective-Bargaining Units in the Health Care Industry, 54 Fed. Reg. 16336, 16348, 284 NLRB 1580, 1597 (1989).

a separate unit of MUH skilled maintenance employees to be a unit appropriate for the purposes of collective bargaining, particularly because the Rule explicitly seeks to avoid undue proliferation of units at acute care hospitals.<sup>6</sup> There are approximately 75 employees in the existing PUH skilled maintenance unit and approximately 32 employees in the MUH skilled maintenance group.<sup>7</sup> Other than the MUH skilled maintenance group, there are no other skilled maintenance employees employed by the Employer.

### GENERAL BACKGROUND AND THE EMPLOYER'S OPERATIONS

The Employer, a private not-for-profit Pennsylvania corporation, is engaged in the operation of an acute care hospital, medical research and educational facility at its Oakland campus in Pittsburgh, Pennsylvania.

Historically, the Employer, UPMC Presbyterian, was called Presbyterian University Hospital (herein referred to as "PUH"). PUH and Montefiore University Hospital (herein referred to as "MUH") were each originally independent acute care hospitals, although both hospitals had been affiliated with the University of Pittsburgh School of Medicine for many years. In

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<sup>6</sup> The Rule sets forth eight units, including a unit of "all skilled maintenance employees" [29 C.F.R. Sec. 103.30(a)(5)] as the only appropriate units at acute care hospitals, "except in extraordinary circumstances and in circumstances in which there are existing non-conforming units." 29 C.F.R. Sec. 103.30 (a). Special concerns regarding the proliferation of bargaining units in the health care industry prompted the Board to adopt the final rule which was motivated by the congressional "admonition" in the legislative history to the 1974 health care amendments (which brought acute care hospitals within the ambit of the Act) to give due consideration to undue proliferation of bargaining units in this industry.

The Rule addresses unit composition issues only, i.e. the job classifications which make up a unit. The Rule does not address unit scope issues, i.e. whether the unit will encompass all of the facilities of a single employer, a single facility of an employer with multiple facilities, or some other combination of an employer's facilities. In promulgating the Rule, the Board exercised its discretion to avoid case-by-case adjudication concerning unit composition issues but not unit scope issues. The instant case involves unit scope issues.

<sup>7</sup> The use of the phrases "PUH complex" and "MUH complex" is merely for descriptive purposes in order to set forth more clearly the work locations of the two skilled maintenance groups at the Oakland complex, and is not meant to connote that the PUH and MUH complexes are functionally independent hospital operations.

1990, the Employer's parent corporation, presently called UPMC Health System,<sup>8</sup> purchased the properties of MUH, and on July 1, 1993, MUH was merged into PUH. Thus, since 1993, MUH no longer exists as a separate corporate entity. While they were separate entities, and continuing to date, the skilled maintenance employees of PUH and MUH serviced several different buildings. Thus, the employees of PUH perform the skilled maintenance work at the PUH building, Biomedical Science Tower, Falk Clinic, Llormer Building, Biomedical Science Tower South, and Forbes Tower, while the skilled maintenance employees at MUH service the MUH building, the Eye and Ear Institute and the Kaufmann Medical Office Building.<sup>9</sup> All of the buildings where the two skilled maintenance groups perform their work are on the Oakland campus. Many of these buildings are either contiguous or are connected by a system of bridges and/or tunnels. They are all located within a few blocks of each other. The MUH building and the PUH building, which housed the two acute care hospitals in the past, are connected by a bridge on the third floors of the buildings.

PUH has its own 15 member Board of Directors.<sup>10</sup> Its president is Henry Mordah and its chief financial officer is Edward Karlovich. PUH's Board of Directors oversees the operation of the corporation subject to oversight by the Board of Directors of the parent corporation, UPMC Health System. There is a single license issued by the Commonwealth of Pennsylvania

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<sup>8</sup> The Employer has changed names several times in the last two decades, when many mergers and acquisitions were taking place. Around 1990, when MUH was purchased, the parent corporation was renamed Presbyterian University Health System Inc.. Sometime in the mid-1990's, what was called Presbyterian University Hospital d/b/a University of Pittsburgh Medical Center was changed to UPMC Presbyterian, a subsidiary of UPMC Health System. In 1993, MUH ceased to exist as a separate corporate entity, and became a part of UPMC Presbyterian. The history of the mergers and corporate changes involving PUH, MUH and other subsidiary entities are described in great detail in my Decision and Order dated May 6, 1998, in Case 6-RC-11484, involving this Employer and the African-American Workers Union, and in the Decision and Direction of Election dated February 14, 1994, in Case 6-RC-10932, involving this Employer and this Petitioner, and need not be repeated in such detail herein.

<sup>9</sup> The identity of the buildings which are serviced by the two groups of skilled maintenance employees at MUH and PUH has changed somewhat over the years. The above list reflects the current assignments of those two groups.

<sup>10</sup> MUH no longer has a separate Board of Directors.

Department of Health for the Employer's acute care operations at PUH and MUH, which also covers the approximately 260 beds located at Western Psychiatric Institute and Clinic (WPIC).<sup>11</sup> There are approximately 800 to 900 beds in the combined PUH and MUH facilities.

When the Decision and Direction of Election issued in Case 6-RC-10932<sup>12</sup>, relating to the same parties as the case herein, the merger between MUH and PUH was less than one year old. At that time, the two entities were being merged on a corporate and an administrative level. However, they were both still functioning as two acute care hospitals, and, as a result, MUH and PUH were offering many duplicative services. For example, at that time, there were two admissions departments and two emergency rooms, one at each hospital. Although some of the departments had been integrated on an administrative level at that time, changes in many of the clinical services had not yet been implemented.

However, in the five years since that decision issued, there have been significant changes and integration of departments and services throughout the Employer's operation.<sup>13</sup> Since that time, in an attempt to consolidate and eliminate duplication, many departments have moved or have been restructured. For example, the emergency room at MUH has closed and all emergency patients are handled at PUH. At the present time, almost all admissions, except for some same-day surgery, are handled at PUH. Each of the two buildings houses patients

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<sup>11</sup> The skilled maintenance workers at WPIC are employees of the University of Pittsburgh, and are not at issue in this proceeding. There are also three satellite locations under the same license, located in Squirrel Hill, Bethel Park and Downtown Pittsburgh. Neither the Petitioner nor the Employer contend that the skilled maintenance employees working at WPIC or at the satellite locations should be considered in this decision.

<sup>12</sup> The Board decision in that case is reported at 313 NLRB 1341 (1994), and was affirmed by the U.S. Court of Appeals for the Third Circuit at Presbyterian University Hospital v. NLRB, 88 F.3d 1300, 152 LRRM 2705 (3d Cir. 1996).

<sup>13</sup> The parent corporation, UPMC Health System, runs advertisements in the local newspapers which list hospitals and other services within its operations. In these advertisements, UPMC Montefiore is named in a list of hospitals and services offered by UPMC Health System. The Employer explained that Montefiore is listed separately in these advertisements, despite its lack of corporate or functional independence, because of the name recognition which historically has been present. The Employer further explains that the separate listing of UPMC Montefiore in these advertisements in no way reflects any autonomy or independent operation at the MUH building.

with differing types of problems. The patients at PUH are mainly surgical patients, while those at MUH are medical patients. Thus, the decision as to where a patient will be assigned a room depends on the reason for their hospital stay. For example, MUH handles orthopedic patients, while all transplant patients are housed at PUH. In Radiology, where previously there were several separate locations, MUH has been significantly downsized. In this department, for example, there are six CT scanners at PUH and only one at MUH. Thus, most of the scanning is done at PUH. All of the dialysis is now done at PUH rather than at both locations.

The nursing department has been structured into four areas: medical, surgical, transplant and oncology. Some of these departments are only in one of the buildings and some are in both. There are almost 1,000 nurses employed by the Employer, who all work under one Director of Nursing, located at PUH. Most of these nurses are assigned to one location or the other, depending on the area in which they work, but about 100 of the nurses "flex", and fill in as needed in any department at both MUH and PUH. Physical therapy and other types of rehabilitation services are offered throughout both buildings so that the patients who need these services do not have to be transported too far to take advantage of the service. MUH contains a wing called "Transitional Care", which houses patients who need rehabilitation and skilled nursing services.<sup>14</sup> Patients are transferred to this department from both PUH and MUH when they no longer need acute care.

Both PUH and MUH have operating rooms, but each does different types of surgical procedures. Each operating room has some laboratory work performed in conjunction with the type of operation being performed there. The majority of the operations performed at MUH are single day surgeries, with very short or no hospital stay required, while at PUH, where more traditional surgery is performed, the average hospital stay following surgery is four to five days. Most of the laboratory work is centralized at PUH, although the laboratory is physically located

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<sup>14</sup> The Transitional Care wing has a separate license from the Commonwealth of Pennsylvania.

in Scaife Hall.<sup>15</sup> MUH no longer has its own blood bank, but gets its blood supply from a central location housed in Children's Hospital. There is also a single central supply department, although there are supplies kept at both PUH and MUH. The Radiology department and Respiratory Therapy department both have employees and sites at both PUH and MUH, although each is run as a centralized department. The radiologists and respiratory therapists can be assigned to either building, depending on the number of patients who need those services at any given time.

The medical records department is centralized at PUH, as well as all of the business offices. These include the payroll, billing, accounting, human resources and purchasing offices. Job openings are posted at both PUH and MUH. The housekeeping department is also centralized at PUH.

Both buildings house cafeterias for staff and guests. However, the cafeteria at MUH is presently only open for breakfast and lunch, and in one month, the plan is to open that cafeteria only for lunch. At all other hours, staff and visitors use the cafeteria at PUH. The kitchen at MUH provides kosher meals to patients staying in both buildings. The food service department is centralized under one manager located at PUH.

#### THE SKILLED MAINTENANCE EMPLOYEES

The existing skilled maintenance unit at PUH, consisting of about 70 employees, has been certified since 1972. The Employer and the Petitioner have been parties to successive collective-bargaining agreements covering that unit, the most recent of which is in effect until March 31, 2000. The petitioned-for unit, comprised of about 35 employees at MUH, has never been represented by any labor organization.

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<sup>15</sup> The laboratory at Scaife Hall also performs lab work for Children's Hospital, South Side Hospital, and some other subsidiaries of PUH, in addition to MUH and PUH.

All of the skilled maintenance employees are part of the Maintenance and Housekeeping Department, whose director is Drew Chidester. Chidester's department is responsible for maintenance and housekeeping at the Oakland campus, as well as Shadyside Hospital.<sup>16</sup> Reporting to Chidester is the department's assistant director, Edward Dudek, and department manager, George Jones. Chidester, Dudek and Jones, whose offices are located in the PUH complex in the Biomedical Science Tower, are responsible for the supervision and direction of all of the skilled maintenance employees at MUH and PUH, as well as some employees of the University of Pittsburgh who work in buildings owned by the University which house departments of either MUH or PUH. Chidester, assisted by Dudek, has overall responsibility for the functioning of the department. Jones is responsible for the planning and scheduling of work orders for PUH and MUH, as well as supervision of the carpentry and paint shops for both locations. The work orders give assignments for preventive maintenance as well as problems that arise unexpectedly. There are first line supervisors and foremen who report to Chidester, Dudek and Jones, as well as leadmen at PUH.<sup>17</sup>

The skilled maintenance group at each location consists of painters, carpenters, plumbers, electricians, HVAC and refrigeration mechanics, stationary engineers and general maintenance employees.<sup>18</sup> The electricians at both PUH and MUH are supervised by Jim Veratti, while the other crafts have a first line supervisor at each location. Problems which require the attention of the skilled maintenance employees are called into the central command center located in Scaife Hall. Work orders are generated there by computer, and assigned to the employees at one or the other location by Jones. All skilled maintenance employees wear

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<sup>16</sup> The skilled maintenance employees at Shadyside Hospital are not at issue in this case, and neither the Employer nor the Petitioner contend that those employees should be included in the petitioned-for unit. Shadyside Hospital is located approximately one mile from the Oakland campus, and is a separately incorporated subsidiary of UPMC Health System.

<sup>17</sup> At MUH, there is no job classification of leadman.

<sup>18</sup> There are also four telecommunications specialists - I in this department who are assigned to the PUH building and were the subject of the decision in Case 6-RC-10932.



the same uniform, and work approximately the same daylight hours except for one stationary engineer at each location working the evening and weekend shifts. They all punch similar timecards, and receive the same type of paycheck from the same payroll clerk, who records their time from their timecards.

The type of work performed, the training and licensure required and the tools used by each craft are almost identical at the two locations. However, some craft operations are located in only one of the buildings. For example, the hospital beds for both PUH and MUH are repaired at a shop located in MUH; the cabinet shop utilized by the carpenters for both facilities is located only in PUH; and the painters all use the same spray booth located at PUH. The two buildings differ in their source of steam. MUH has its own power plant which produces the steam needed in that building, while PUH gets its steam from a boiler located in the Biomedical Science Tower. Long term storage for the entire skilled maintenance department is at the MUH parking garage, while short term storage is on the 11th floor of PUH.

The hiring for the entire department is done through the human resources office, located in PUH. Job openings are posted at both locations. The qualifications required for each craft are identical regardless of which building has a job opening. For example, the plumbers, engineers, HVAC mechanics and electricians all must have licenses for their respective trade, regardless of where they are assigned. Likewise, the amount of previous experience required in order to be hired is the same for each craft at either location.

In the previous case involving the same parties herein, the Board found that reliance on Manor Healthcare Corp, 285 NLRB 224 (1987) to determine whether or not the single-facility presumption had been rebutted was not appropriate. Rather, the Board found that, at that time, PUH's skilled maintenance unit was accurately described as a multi-facility unit, and that the question to be addressed was whether the changes that had occurred would render the existing unit at PUH inappropriate. Presbyterian University Hospital d/b/a University of Pittsburgh Medical Center, supra, 313 NLRB at 1342.

As described above, there have been significant changes in the operation of PUH and MUH in the years since that decision by the Board. There are no longer two separate acute care hospitals functioning independently; rather, there is one acute care hospital whose services are performed in more than one building. Because of the administrative and clinical integration which has taken place in the last few years, neither PUH nor MUH alone provide complete acute care services to the public. There is virtually no duplication of services at the two buildings; each provides services that are not offered at the other. I find that the physical layout of PUH is comparable to a college, in that there is a campus comprised of several buildings but they are all part of one operation by the Employer. Thus, the Oakland campus of PUH, which includes the MUH buildings, is a multi-location operation, but functions as a single acute care hospital.

In the instant case, the issue is whether a separate unit of skilled maintenance employees at MUH, as desired by the Petitioner, is appropriate, inasmuch as the Petitioner already represents an identical unit of skilled maintenance employees at PUH. In the previous case, the Board analyzed the issue, to decide whether a larger, multi-location unit at PUH was the only appropriate unit, based on traditional community-of-interest factors, including geographic proximity, local autonomy, employee interchange and interaction, functional integration, the employees' terms and conditions of employment, and bargaining history. *Id.*, citing Dezcon, Inc., 295 NLRB 109 (1989). After analyzing the Employer's operation in light of the changes which have taken place since that decision issued, I find that there is now a substantial community of interest between the MUH group and the PUH group of skilled maintenance employees. Moreover, in the circumstance of the instant case, I find the policy set forth in St. John's Hospital, *supra*, to be controlling herein.

With regard to geographic proximity, the Board has already found that MUH and PUH are very near to each other. Presbyterian University Hospital, *supra*. In fact, the Board stated that some of MUH's buildings are closer to PUH than some of PUH's buildings are to each

other, and all are connected by bridges, tunnels and walkways. Id. Thus, geographic proximity is not a factor which would tend to support separate units at the two locations.

There is also a lack of local autonomy at the MUH location. Although there are some first line supervisors at each location, all of the direction, policies and work assignments for the skilled maintenance employees assigned to MUH derive from Chidester, Dudek and Jones or from upper management at PUH. These three managers make the decisions for the entire department. Likewise, the electricians at both locations report to supervisor Jim Veratti. Work orders are assigned through a centralized command center, and hiring is done through a centralized human resources department. Wages, hours, job qualifications and job descriptions derive from centralized policies and are not set by any management personnel at MUH. Therefore, there is no record evidence that the MUH group of skilled maintenance employees has any local autonomy regarding hiring, work assignments, job duties or any other terms and conditions of employment.

With regard to employee interchange and interaction, there has been a somewhat limited amount up to the present time, but it is increasing with time. Interchange and interaction between the groups has been limited, to some extent, by the collective-bargaining relationship that the PUH group has had with the Employer. The Petitioner, in policing its collective-bargaining agreement with the Employer, has viewed the union security clause and the recognition clause of the contract as giving the bargaining unit exclusive jurisdiction over the buildings where the existing unit performs its work. While the contract does not specifically prohibit MUH employees from working in those buildings, this is clearly the position that the Petitioner has always taken, and the Petitioner has filed grievances over this issue. Because of this, the Employer has been reluctant to upset its relationship with the Petitioner by assigning MUH skilled maintenance employees to work in the PUH buildings.

Consequently, there has been little interaction and interchange between the two groups of skilled maintenance employees. They essentially do parallel work in the two complexes. Each craft has a corresponding group at the other location which performs the same sort of

work, using the same tools and equipment. Despite the extensive changes in the functional operations at the two locations, the skilled maintenance groups have not integrated as significantly as other departments of the Employer since the merger.

In the last few years, however, certain changes have taken place which have increased interaction between the groups. A few years ago, the Employer installed a pneumatic tubing system whereby blood and other types of laboratory specimens are transported throughout the buildings at MUH and PUH. This tubing system, particularly when first installed, frequently required servicing by the skilled maintenance employees. This was done by employees at both MUH and PUH, sometimes working side-by-side. After becoming functional, the tubing system has continued to experience spills or breakdowns, which require the services of skilled maintenance employees. Again, these repairs are sometimes performed by employees from both groups working together, or, particularly on weekends and evenings, by employees from PUH being sent to MUH to assist with the problem.

Similarly, the Employer recently tied in a water line between the MUH and PUH buildings. This work was performed by both groups of skilled maintenance employees, sometimes working side-by-side. In addition, there are some occasions where PUH employees have been sent to assist with plumbing, refrigeration and bed repair problems at MUH.<sup>19</sup> These occasions most often occur at night or on weekends, when the regular daylight staff is not present. In addition, in the last few years, the Employer has provided training sessions, sometimes sponsored by manufacturers of equipment used at the Oakland campus buildings, which have been attended by skilled maintenance employees from PUH and MUH. There is evidence of one employee from MUH bidding on and receiving a job in the unit at PUH, and one example of an employee from the PUH unit bidding on a job and moving to MUH. Although this has not occurred frequently, the lack of movement between the MUH and the PUH group could

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<sup>19</sup> As discussed above, because of the position taken by the Petitioner regarding its jurisdiction at the PUH complex, the Employer has been reluctant, except in some emergency situations, to send skilled maintenance employees from MUH to the PUH buildings to perform work.

well be influenced by the separate seniority systems at the two locations, which may have been required because of the PUH group's collective-bargaining relationship with the Employer.

With regard to functional integration, there is clearly such integration in the clinical and administrative departments of the Employer. As described previously, since the decision involving these parties in 1994, much has changed in the functional organization of the Employer. At that time, the administrative offices had already become centralized, but the two hospitals were each functioning fairly independently, offering many duplicative services. This has changed dramatically in the last few years. Each location now provides services, for the most part, which are not offered at the other location. Patients are moved between the two locations, depending on the type of care required. Certain procedures are offered at one or the other location, but not at both. The emergency room, for example, is only at PUH, while orthopedics and same day surgery is only at MUH. All transplants are performed at PUH. Admissions, except for same day surgery, is done at PUH. The nursing department is organized by the type of medical problem the nurses take care of, i.e., medical, surgical, oncology and transplant, and the location of the nurses' assignment is dependent on these categories rather than on the building. Additionally, about 100 nurses flex to fill in wherever needed, regardless of the location. Thus, it appears that since the last case involving these parties, the Employer has integrated the clinical as well as the administrative departments of the hospital.

In the skilled maintenance department, there has been less functional integration between the MUH and PUH groups than there has been in other departments. Once again, this appears to be a result, in large part, of the PUH group's guarding of its jurisdiction of the PUH complex. However, there has been some integration even if there has not been a great deal of actual interchange. As previously stated, the department is managed by Chidester, Dudek and Jones, who assign work and set policy for the entire department from their offices in the PUH complex. The employees at both locations wear the same uniform and badges, work approximately the same hours, punch timecards which are tallied by the same clerk, receive

their pay through the same payroll department on identical checks, receive work orders from the same centralized command center, perform similar work and use similar tools. In one craft, the electricians, there is one supervisor to whom the electricians report to directly, regardless of at which location they are based. The other crafts, as discussed previously, still have first line supervisors at each location. Thus, although the collective-bargaining agreement has impeded more complete functional integration within the department, there has been some movement in this direction in the last few years.

The terms and conditions of employment of the skilled maintenance employees in both locations are quite similar to each other. Based on the collective-bargaining agreement, the PUH group has a similar, but slightly different wage scale. The hours they are assigned to work are almost identical, with most being on daylight shift, and one stationary engineer on duty on weekends and evenings at each location. The employees in the PUH group receive overtime pay after eight hours in a day, while the employees in the MUH group receive it after 40 hours in a week. The PUH employees receive a four hour guaranteed call-in pay while the MUH group only receives two hours. Otherwise, the terms and conditions of employment of the two groups are much the same. Both groups have the same health insurance, progressive discipline policy, vacation benefits, disability plan, sick days, life insurance and vacation days. The actual work of the two groups is almost identical. Thus, the plumbers, electricians, HVAC mechanics, painters, carpenters, and others, perform the same kind of work using the same types of tools and equipment regardless of the building to which they are assigned. Altogether, the two groups have very similar terms and conditions of employment.

The bargaining history clearly is that of separate groups. Prior to 1993, when the merger took place, MUH and PUH truly were two separate facilities and each functioned as an independent acute care hospital. Consequently, there is no doubt that, historically, these were two distinct groups.

However, this factor cannot weigh heavily in my analysis of the present circumstances at PUH, given the changes that have occurred in the years since the merger.<sup>20</sup> In light of these changes, as described previously herein, the fact that these two groups have historically been separated does not greatly affect the overall analysis of the community of interest between the skilled maintenance employees at PUH and MUH. In addition, while with the exception of the electricians, whose supervisor oversees the employees at both PUH and MUH, the other crafts have first line supervisors at each location, I find this factor not to be controlling herein, in light of all of the other changes which have taken place in the Employer's operations since the merger. Given the functional integration of the Employer's entire operation, the very similar terms and conditions of employment, the geographic proximity, the increased interaction between the groups, and the lack of local autonomy at MUH, I find that there is significant community of interest between all of the employees of the skilled maintenance department, whether they are assigned to the MUH or the PUH complex.

I further find that, under the facts presented in this case, the principles set forth in St. John's Hospital, supra, apply herein. In the present case, the union is an incumbent one which already represents the same group at PUH. The Employer herein has one acute care hospital which operates in several locations, all connected to each other. Neither PUH nor MUH offers complete hospital services alone, and MUH in particular relies on the activities and services performed at the buildings at PUH to complete its hospital functions. As previously stated, I view this Employer as a multi-location single acute care hospital, which functions in several adjacent buildings, much as a college or university functions. Thus, the Employer operates its acute care hospital on a campus, in which all of the buildings coordinate to provide full acute

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<sup>20</sup> In its brief, the Petitioner cites Hartford Hospital, 318 NLRB 183 (1995) and Children's Hospital, 312 NLRB 920 (1993), to support its position that the bargaining history must be given significant weight in the analysis herein. However, those cases both involve violations of Sections 8(a)(1) and (5) of the Act, wherein the Employer withdrew recognition from an incumbent representative of an existing unit following a merger, rather than the circumstances presented here, where the Petitioner in a representation case is an incumbent and is now seeking to separately represent an additional group of the same classification of employees in the merged operation. Thus, I find these cases are not persuasive in the instant case.

care services, rather than as one huge operation wherein acute care services are all offered within one sprawling building. The fact that this hospital had spread its functions throughout several buildings does not detract from its operation as a single acute care hospital.

As a result of its operation as one acute care hospital located in both the MUH complex and the PUH complex<sup>21</sup>, I find that if the Petitioner desires to represent the unrepresented skilled maintenance employees at MUH, then it must do so as part of the existing skilled maintenance group that it already represents. The Board has long held that it will not entertain an incumbent union's petition for a residual unit separate from the one it already represents. Rather, the incumbent union can only represent the residual unit if those employees choose, by means of a self-determination election, to be added to the existing unit. To find otherwise would result in an unnecessary and unwarranted proliferation of bargaining units, a situation that the Board has consistently attempted to avoid, particularly in the health care industry.

Thus, in the instant case, based on the above and the record as a whole, I find that the skilled maintenance group assigned to the MUH complex share a sufficiently strong community of interest with the skilled maintenance group at the PUH complex to entitle them to be represented by the Petitioner in the currently established collective-bargaining unit, if they so desire.

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<sup>21</sup> In my discussion of the legal principles which apply herein, I have not deemed it appropriate to analyze this matter utilizing the single facility presumption. Assuming *arguendo* that such an analysis was appropriate, I would find that the presumption had been overcome in light of the changes which have occurred in the last few years. Thus, when the factors involved in such an analysis, i.e. geographic proximity, employee interchange and transfer, functional integration, administrative centralization, common supervision and bargaining history, are considered in light of the circumstances presented as previously discussed herein, I would find that the single facility presumption would be overcome with regard to MUH. At the present time, MUH is no longer an independent entity; it is a component of an overall multi-site campus. There is no part of the operation at MUH which is self contained and autonomous. Accordingly, the single facility presumption with regard to MUH, were it applied herein, would be overcome in these circumstances.



Accordingly, I shall direct an election in the following voting group for this purpose:

All full-time and regular part-time skilled maintenance employees employed by the Employer at its UPMC Montefiore Hospital complex, Pittsburgh, Pennsylvania; excluding all office clerical employees and guards, professional employees and supervisors as defined in the Act.

If a majority of the valid ballots in the election are cast for the Petitioner, the employees will be deemed to have indicated the desire to be included in the existing skilled maintenance unit currently represented by the Petitioner, and it may bargain for those employees as part of that unit. If a majority of the valid ballots are cast against representation, the employees will be deemed to have indicated the desire to remain unrepresented. In that event, a certification of results will be issued.

#### **DIRECTION OF ELECTION**

An election by secret ballot will be conducted by the undersigned Regional Director among the employees in the voting group set forth above at the time and place set forth in the Notice of Election to be issued subsequently, subject to the Board's Rules and Regulations.<sup>22</sup> Eligible to vote are those employees in the voting group who were employed during the payroll period immediately preceding the date below, including employees who did not work during that period because they were ill, on vacation or temporarily laid off. Also eligible are employees engaged in an economic strike which commenced less than 12 months before the election date and who retained their status as such during the eligibility period and their replacements. Those in the military services of the United States may vote if they appear in person at the polls. Ineligible to vote are employees who have quit or been discharged for cause since the

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<sup>22</sup> Pursuant to Section I03.20 of the Board's Rules and Regulations, official Notices of Election shall be posted by the Employer in conspicuous places at least 3 full working days prior to 12:01 a.m. of the day of the election. As soon as the election arrangements are finalized, the Employer will be informed when the Notices must be posted in order to comply with the posting requirement. Failure to post the Election Notices as required shall be grounds for setting aside the election whenever proper and timely objections are filed.

designated payroll period and employees engaged in a strike who have been discharged for cause since the commencement thereof and who have not been rehired or reinstated before the election date, and employees engaged in an economic strike which commenced more than 12 months before the election date and who have been permanently replaced.<sup>23</sup> Those eligible shall vote whether or not they desire to be represented for collective bargaining in a unit of skilled maintenance employees already represented by International Union of Operating Engineers, Local 95 - 95A, AFL-CIO.

Dated at Pittsburgh, Pennsylvania, this 6th day of April 1999.

/s/Gerald Kobell

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Gerald Kobell  
Regional Director, Region Six

NATIONAL LABOR RELATIONS BOARD  
Room 1501, 1000 Liberty Avenue  
Pittsburgh, PA 15222

470-8500-0000  
470-8840-3300

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<sup>23</sup> In order to assure that all eligible voters may have the opportunity to be informed of the issues in the exercise of their statutory right to vote, all parties to the election should have access to a list of voters and their addresses, which may be used to communicate with them. Excelsior Underwear, Inc. 156 NLRB 1236 (1966); NLRB v. Wyman-Gordon Company, 394 U.S. 759 (1969). Accordingly, it is hereby directed that the election eligibility list, containing the full names and addresses of all eligible voters, must be filed by the Employer with the Regional Director within seven (7) days of the date of this Decision and Direction of Election. The Regional Director shall make the list available to all parties to the election. In order to be timely filed, such list must be received in the Regional Office, Room 1501, 1000 Liberty Avenue, Pittsburgh, PA 15222, on or before April 13, 1999. No extension of time to file this list may be granted, except in extraordinary circumstances, nor shall the filing of a request for review operate to stay the requirement here imposed.